

2.6 APPROVAL OF CONTRACTED SERVICES AGREEMENT WITH SOLIANT HEALTH LLC

A. SUBJECT

This item appears on the agenda so the Board can approve an agreement with Soliant Health LLC to provide individualized social work services to students in need.

B. INFORMATION

District 200 currently employs social workers to address the needs of students. These positions can be hard to fill, and the District currently has vacancies. Consequently, administration is recommending entering into an agreement with Soliant Health LLC to provide services as needed. The agreement will commence as soon as approved and can be terminated by either party with 30 days written notice. The cost for this service is \$85.00 per hour per contracted individual.

C. RECOMMENDATION

The Superintendent is recommending that the Board approve an agreement with Soliant Health LLC as outlined above.

D. SUGGESTED MOTION

This item will be included in the suggested motion for the Consent Agenda.

WOODSTOCK COMMUNITY UNIT SCHOOL DISTRICT NO. 200

PROFESSIONAL SERVICES AGREEMENT

Soliant Health LLC

This Agreement ("Agreement") is entered into this May 6th date of 2025 by and between the Board of Education of Woodstock Community Unit School District No. 200, McHenry County, Illinois (the "District") and Soliant Health LLC 5550 Peachtree Parkway, Suite 300, Peachtree Corners GA 30092 ("Contractor") (collectively referred to as the "Parties").

WHEREAS, the District has identified a need for certain professional services; and

WHEREAS, Contractor employs or contracts with qualified professional service providers (hereinafter collectively referred to as "Providers") who are able to provide such services for the District; and

WHEREAS, the District and Contractor desire to enter into this Agreement to procure certain professional services to be provided by the Contractor to the District.

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt of which is expressly acknowledged by the parties, the District and the Contractor agree as follows:

1. **EFFECTIVE DATE AND TERM:** This Agreement shall be effective as of the date executed by both Parties and shall continue in effect until terminated in accordance with the provisions of this Agreement. Upon becoming effective, this Agreement shall supersede and replace any existing agreements in place between the Parties on this subject matter, and such existing agreements shall be considered terminated upon the effective date of this Agreement without penalty or termination fee. District shall owe Contractor only for services provided under the existing agreement prior to its termination.
2. **NOTICES:** Except as otherwise provided in this Agreement, every notice required to be given by either Party to the other with respect to this Agreement shall be in writing and shall not be effective for any purpose unless the same is served either 1) personally, 2) by certified United States Mail, 3) by express overnight delivery, or 4) by electronic mail provided it is followed within seven (7) days by notice in one of the other preceding formats, and further provided the notice is addressed to the following:

If to the District:

Woodstock Community Unit
School District 200
2990 Raffel Road
Woodstock, IL 60098
ATTN: Lisa Pearson
Title: Director of Special Services
Email: lpearson@wcusd200.org

If to the Contractor:

Soliant Health LLC
5550 Peachtree Parkway, Suite 300,
Peachtree Corners GA 30092
ATTN: _____
Title: _____
Email: _____

3. **SERVICES:** The District shall engage Contractor to provide individuals to perform services on Assignment (“Services”) as described in the Staffing Assignment Form attached to and incorporated into this Agreement as Attachment A. An Assignment is not in effect until an Attachment A has been completed and signed. References throughout this Agreement to “individuals performing Services” or “Provider” shall mean individuals who are placed for an Assignment with the District by Contractor. Contractor and individuals performing Services through Contractor will determine the method, details, and means of performing the Services in cooperation with District staff. No services of any individual shall be provided under this Agreement except with prior written approval of the District. Individuals providing services under the Agreement shall have all necessary and current licenses, certificates and qualifications for the services they are to perform. District shall have the option to interview any service provider before assignment. Unless this Agreement is expressly modified to state otherwise, Contractor represents that all individuals providing Services under the Agreement are and will be employees of Contractor.

4. **ASSIGNMENTS:** The District will request Services on an as-needed basis. Nothing in this Agreement documents guarantees any minimum number of days of assignment to be contracted through Contractor.

5. **FEES FOR SERVICES:** For Services provided, the District will pay Contractor at the rate or amounts set forth in Attachment A to the Agreement. Contractor/Provider shall provide District with a summary of all hours worked on a weekly basis for approval. Contractor is responsible for submitting invoices for Services rendered. Payments by the District shall be made once per month in accordance with the *Illinois Local Government Prompt Payment Act*, 50 ILCS 505/ (“Prompt Payment Act”) and only after receipt of the invoice by the District Office. Interest may be charged on late payments only in accordance with the *Prompt Payment Act*, and no additional interest or penalties will be charged. The District will pay only for Services provided and hours worked. The District will issue a Form 1099 to Contractor.

The District must authorize any services before they are provided, and entering into this

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Agreement does not guarantee that any minimum or maximum amount of services will be authorized by the District. If daily or weekly hours are specified in an Attachment A for a Provider, that Provider shall not work in excess of that specified number of hours without prior written approval by an authorized District or building administrator. Variances from the daily or weekly hours in Attachment A will occur due to full and partial days of school closure and schedule alterations for parent-teacher conferences, open houses, curriculum nights, in-services, trainings, and other special events. Provider will attend these events when requested by an authorized District or Building administrator. The District will not pay for unauthorized hours of work.

The District may close schools for academic purposes or reduce programming due to public health, safety, severe weather or any other purpose as determined by the District. The District shall not owe Contractor or Providers any compensation for times when services of Contractor's Providers are canceled or not required due to closure, reduction in programming, exclusion of Contractor's Providers due to health risk assessment screenings or any other reason, and Contractor agrees to waive all rights to such compensation and to indemnify the District for Contractor's Provider claims arising from all such actions whether arising from statute, ordinance, case law, policy, handbook, or otherwise, including but not limited to 105 ILCS 5/10-20.56(d-15).

6. **OVERTIME AND HOLIDAYS:** The District will not pay holiday rates for any reason. The District will pay overtime for hours worked for the District by any one Provider in excess of 40 per week and only if such overtime work is approved in advance, in writing by the District. The District will pay only for Services performed and will not pay any amounts for any period of time during which Services were not performed, whether as a penalty or due to late notice of cancellation or otherwise.
7. **IN-SERVICE TRAINING:** The District may require an assigned Provider to attend training deemed by the District to be necessary or appropriate for performing Services. The time spent in such training shall constitute the performance of Services. The District will not pay for time or costs for any training required for Provider to maintain certification or licensure.
8. **PENSION REPORTABILITY:** It is the understanding of the Parties that the individuals performing Services under this Agreement are not eligible to participate in the Teachers' Retirement System ("TRS") or the Illinois Municipal Retirement Fund ("IMRF") because they 1) do not hold an educator license, and/or 2) are not employees of the District and do not individually hold independent contractor agreements directly with the District, and/or 3) are working for the District as substitute teachers under an agreement with and are employed by a recruiting firm within the meaning of Section 2-3.173 of the *School Code*; and/or are contracted speech language pathologists under Section 14-6.04 of the *School Code*.

However, upon notice by the District to Contractor that the District has been notified by a

pension system or has otherwise made a determination that an individual performing Services is covered by TRS or IMRF, the Parties will meet to determine the process for funding employer contributions. Contractor shall cooperate with the District in obtaining completion of necessary forms related to pension enrollment and remittances. The District shall not be liable to Contractor or any individual providing services for any determination regarding eligibility for participation in any pension system or for the accuracy of calculation or remittance of contributions amounts to the pension system on behalf of such individuals or Contractor.

9. **SUBSTITUTE TEACHING SERVICES:** If the Services to be provided by Contractor constitute substitute teaching services within the meaning of Section 2-3.173 of the *School Code* (105 ILCS 5/2-3.173), Contractor affirms that it 1) will hold an employment relationship with those teachers rather than an independent contractor arrangement, and 2) will comply with all statutory obligations applicable to such employment and Services, including, but not limited to, reporting to the Regional Office of Education, the Illinois State Board of Education or other entities as may be required by law.

10. **CRIMINAL BACKGROUND CHECKS AND SEXUAL MISCONDUCT
EMPLOYMENT HISTORY CHECKS:**

A. **District Criminal Background Checks of Providers:**

- 1) Individuals performing Services under the Agreement (Providers) are expected to have direct, daily contact with students and, accordingly, must submit to a criminal background investigation through the District in accordance with 105 ILCS 5/10-21.9. The Contractor will reimburse the District for the costs of the criminal background check.
- 2) In accordance with 105 ILCS 5/10-21.9, Contractor shall ensure that each individual performing Services has authorized a criminal background investigation by the District (unless a satisfactory background investigation is on file with the Regional Office of Education or Educational Service Region) and, at the request of the District, a DCFS Child Abuse Registry background investigation, which investigations shall be commenced (or, at the District's option, completed) prior to the individual commencing Services.
- 3) Contractor acknowledges that the eligibility of any individual to perform the Services under this Agreement is contingent upon the District deeming acceptable the results of such criminal background investigation, the DCFS Child Abuse Registry check, a Statewide Sex Offender Database check, and a Statewide Murderer and Violent Offender Against Youth Database check, as well as such other licensure documentation and information provided to the District.
- 4) The District will provide to the individual a copy of the background check

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results. The District will notify the Contractor if the District determines that any individual is not eligible to perform the Services. Due to restrictions on disclosure of background check information, the District will not specify to Contractor the reasons for a determination of ineligibility.

B. Contractor Sexual Misconduct Employment History Checks of Providers:

In addition to the criminal background check process above, as of July 1, 2023, the effective date of Public Act 102-0702, for all applicants seeking to perform services for Contractor on assignment to the District with direct contact with students, Contractor shall complete an employment history check for sexual misconduct. Contractor agrees to comply with 105 ILCS 5/22-94 and ensure and certify the following:

- 1) Contractor has no knowledge or information pertaining to the applicant that would disqualify the applicant from employment;
- 2) the applicant swears or affirms that the applicant is not disqualified from employment;
- 3) the applicant completes and provides the template employment history form to be developed by the Illinois State Board of Education regarding the applicant; and
- 4) any other applicable requirements set forth by the statute.

Further, Contractor will not assign an individual to perform services if Contractor has knowledge of any instance in which the individual to be performing services:

- 1) has been the subject of a sexual misconduct allegation unless a subsequent investigation resulted in a finding that the allegation was false, unfounded, or unsubstantiated;
- 2) has ever been discharged, asked to resign from, resigned from, or otherwise been separated from any employment, removed from a substitute list, been disciplined by an employer or had an employment contract not renewed, due to an adjudication or finding of sexual misconduct or while an allegation of sexual misconduct was pending or under investigation, unless the investigation resulted in a finding that the allegation was false, unfounded or unsubstantiated; or
- 3) has ever had a license or certificate suspended, surrendered, or revoked due to an adjudication or finding of sexual misconduct or while an allegation of sexual misconduct was pending or under investigation, unless the investigation resulted in a finding that the allegation was false, unfounded, or

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unsubstantiated.

Upon request of the District, Contractor will provide the District all information obtained in the employment history checks of individuals to be assigned to the District. Contractor will not assign an individual to perform services if District objects based on an instance related to sexual misconduct of the individual as disclosed by Contractor to the District pursuant to 105 ILCS 5/22-94.

Contractor will provide written certification to the District of its completion of the employment history check for each individual assigned to the District.

11. **PHYSICAL FITNESS CERTIFICATION:** In accordance with 105 ILCS 5/24-5, all individuals performing Services under the Agreement also shall submit to a physical examination by a physician licensed in Illinois or any other state to practice medicine and surgery in all its branches, a licensed advanced practice registered nurse, or a licensed physician assistant and shall provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such examination must be conducted not more than ninety (90) days prior to commencement of Services to the District. The cost of this examination shall be paid by the Contractor or Provider. A certification from Contractor to the District that each individual providing Services has provided the required physical fitness certification will be sufficient to document compliance with the requirement unless the District notifies the Contractor that the Illinois State Board of Education is requiring that the actual medical certification be provided to the District.
12. **DAY AND TEMPORARY LABOR SERVICES REGISTRATION.** Prior to signing this Agreement, which shall be prior to commencing services under this Agreement, Contractor will provide to the District evidence of Contractor's current registration with the Illinois Department of Labor under the *Day and Temporary Labor Services Act*, 820 ILCS 175. Contractor shall maintain current registration for the duration of this Agreement and notify the District of such continued registration as of each March 1 and September 1 during the term of this Agreement. Contractor shall notify the District immediately if such registration lapses or is terminated. Contractor shall indemnify District for any fines or costs imposed on District for lapse or termination of Contractor's registration status, failure to confirm current registration status, or other failure to comply with this Act related to this Agreement.
13. **ONBOARDING DOCUMENTS:** Prior to any Provider providing services to any District student, the Contractor shall tender the following information to the District for each assigned Provider:
 - 1) **Contractor Compliance Documentation (to be provided prior to signing this Agreement)**
 - a. Contractor certification of IDOL registration under the *Day and Temporary Labor Services Act*; and

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- b. Contractor's certificate(s) of insurance required by this Agreement.

2) Provider Qualification and Compliance Documentation (to be provided prior to assignment of each Provider)

- a. Contractor certification of completion of Sexual Misconduct History Review for the Provider;
- b. Contractor certification of Provider's completion of a physical exam (and, at the District's discretion, a negative patch or Tuberculosis test) in accordance with 105 ILCS 5/24-5;
- c. Provider's college transcripts and diploma;
- d. Evidence of Provider's required certification and/or licenses;
- e. Evidence of Provider's registration with the Regional Office of Education ("ROE") if performing services for which a PEL is required (screenshot from ROE website is acceptable);
- f. Evidence of Provider's training in the mandated reporter requirements under the Illinois *Abused and Neglected Child Reporting Act* and signed acknowledgment by Provider of mandated reporter status;
- g. Evidence of Provider training regarding occupational exposure to blood borne pathogens;
- h. At the District's discretion, written verification of Provider's Hepatitis B vaccination or waiver; and
- i. At the District's discretion, current Cardiopulmonary Resuscitation certification.

14. INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement between Contractor (or the individuals performing Services through Contractor) and the District, it being understood that the Contractor provides Services to District on an independent Contractor basis. Contractor acknowledges that Contractor and the individuals performing Services through Contractor are performing Services separately and independently from the District's control and evaluation. Providers will utilize a high level of skill necessary to perform the Services described. The District shall have no obligation under this Agreement to provide training to these individuals related to the performance of their duties in accordance with professional standards. Individuals performing Services shall not be eligible for reimbursement of expenses under District expense reimbursement policies, and District shall not reimburse

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such individuals or Contractor for any expenses except as specifically provided in this Agreement.

The provision of Services by Providers under this Agreement shall not constitute probationary service or otherwise contribute toward tenure with the District under the Illinois *School Code*. Contractor and neither Contractor nor Providers shall have any claim under this Agreement or otherwise against the District for vacation pay, sick leave, retirement benefits, workers' compensation, disability or unemployment insurance benefits, or any other wages or benefits of any kind. Contractor acknowledges that it is solely responsible for any taxes, including but not limited to, self-employment tax and federal and state income and employment tax and entity income tax that it must pay in connection with this Agreement, and is further responsible for all payroll and compensation matters related to individuals providing services, including providing and paying all compensation and benefits (including, but not limited to, sick leave or any other paid leave) and making all required tax withholdings and filings with respect to the individuals performing Services. Contractor expressly agrees to indemnify District against any claims for sick leave, other paid or unpaid leave, and other statutory and non-statutory compensation or benefits for individuals providing Services through Contractor.

Contractor shall provide oversight of Provider licensure and training status and ethical standards compliance and shall make such performance evaluations of Provider as Contractor deems necessary.

15. SOLICITATION: Contractor shall not solicit or offer employment to any District employees during the term of this Agreement and for a period of twelve (12) months following its termination. Contractor agrees to comply with the *Illinois Freedom to Work Act*, 820 ILCS 90/, and other applicable state and federal laws and regulations regarding noncompete agreements and agrees not to impose on its Providers any covenant not to compete or covenant not to solicit in violation of such laws and regulations. Contractor shall comply with the *Nurse Agency Licensing Act*, 225 ILCS 510/ when applicable.

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16. RECORDS AND CONFIDENTIALITY:

A. Contractor Obligations:

Scope of Obligations. The Contractor and individuals performing Services through Contractor shall have access to Confidential Information of the District (including, but not limited to student records, personnel records, school safety and security information, and other information of the District that is nonpublic) only to the extent necessary for performance of the Services. The Contractor agrees that any information it (the entity or the individuals providing Services) receives from the District or otherwise in the performance of Services with respect to individual District employees or students and other recipients of Services in conjunction with Services provided under the Agreement shall remain the property of the District and shall be treated and maintained by the Contractor as confidential information and used only for the identified purposes in conjunction with the Services under the Agreement.

School Official Status. Contractor and its Providers will be acting as “school officials” under state and federal student records laws when receiving student record information in the performance of Services and will access student information only to the extent necessary to perform Services. All information that qualifies as a student record under *Family and Educational Rights Privacy Act* and the *Illinois School Student Records Act* shall be handled by the Contractor in accordance with those laws. Individuals performing Services through Contractor shall exercise the utmost discretion with respect to information they may become aware of with respect to any students in the school environment. All information regarding students acquired by such individuals in any form (written, electronic, verbal, etc.) shall be treated as confidential information, and such individuals shall not re-disclose any student information to third parties.

Confidential Information Generally. All Confidential Information shall be left and maintained at the District (or on the District network) at all times except with permission of the District and shall not be downloaded or uploaded onto the personal technology of individuals providing services through Contractor (e.g., phone, computer, tablet) except with specific written permission from the District. Confidential Information downloaded onto technology or removed from the District shall be maintained in a secure and confidential manner in accordance with standard data privacy protocols.

Confidential records and the information therein shall not be disclosed by Contractor or Providers to third parties for any reason except pursuant to court order, in the event of an emergency (as defined by the Illinois State Board of Education), or as otherwise may be required by law or specifically directed by the District, and will not be used for the Contractor's, Providers', or other

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Contractor's employees' own personal or business purposes outside the performance of Services under the Agreement.

Contractor, on behalf of itself and its Providers, further agrees to comply with all state and federal laws, including, but not limited to, the *Illinois School Student Records Act*, the *Illinois Mental Health Act and Developmental Disabilities Confidentiality Act*, the federal *Family Educational Rights and Privacy Act*, the *Health Insurance Portability and Accountability Act of 1996* ("HIPAA") and all rules and regulations governing the release of student, personnel, and medical records. Contractor, on behalf of itself and its Providers, also agrees to abide by all other records confidentiality obligations of the District and all District policies and procedures applicable to same. If Contractor as an entity receives any student record information related to District students, Contractor shall maintain commercially reasonable data security practices, including, hardware, software, policies, and conduct in receiving and maintaining and student record information. Should the District determine a Business Associate Agreement is necessary under HIPAA, Contractor agrees to enter into such an agreement. Contractor shall reimburse the District for any claims or losses arising from a breach of District's confidential information by or through Contractor, its employees, agents, and contractors.

Data or Information Breach. If there is a breach of Confidential Information (i.e. intentional or unintentional disclosure to or access by a third party by or through Contractor or employee or agent of Contractor), the Contractor shall, within two (2) calendar days of knowledge of the incident, inform the District of the breach and the data affected.

Disposition of Confidential Information. Upon termination of the Agreement with or without cause, including, but not limited to, termination under the provisions of this Agreement or expiration of its term, any Confidential Information (including, but not limited to identifiable District employee or student record information) in possession of Contractor or individuals performing Services shall be returned to the District and all copies of such information in all formats destroyed in accordance with all applicable laws and U.S. Department of Education and Privacy Technical Assistance Center guidelines within 60 days of termination unless the Agreement provides for Contractor to maintain the records for a longer period of time. Upon termination of a Provider's assignment, Provider shall follow the same procedures for return and destruction of Confidential Information in their possession.

B. District Obligations:

The District is subject to the *Freedom of Information Act* (5 ILCS 140/1 et seq) and may disclose any records of Contractor when it determines in its discretion that such disclosure is appropriate pursuant to law, without notice to Contractor.

The District may publicly post this Agreement on its website or at its facilities as part of the materials for a Board meeting. Any provisions of any document comprising the Agreement purporting to impose confidentiality obligations on the District regarding the terms of the Agreement, or other Contractor records or information, in a manner contrary to these FOIA obligations or in any way in excess of confidentiality requirements imposed by law, as interpreted by the District, are void. The District may disclose or publicly release the terms of this Agreement to third parties in whole or in part in its discretion without any further notice to Contractor.

17. **COMPUTER NETWORK ACCESS:** Contractor's Providers will comply with District network access policies, and may be requested to sign network access agreements. Providers, in the provision of services under this Agreement, may access, receive, store, create or maintain District data of a sensitive or confidential nature (including, without limitation, personnel or student records information) on or through equipment or networks outside the District network only with the express permission of District. In such case, Provider shall maintain data security protocols, including administrative, physical, and technical safeguards designed to protect DISTRICT data from unauthorized access, disclosure, acquisition, destruction, use, or modification. Contractor (including its Providers) shall adhere to any applicable law relating to data security. DISTRICT does not support and does not condone installation of third-party software on its computers. If there are circumstances in which Contractor has a need for software, a request shall be given to the Contractor's onsite supervisor for evaluation and possible approval by the IT Manager. The Contractor and his or her company will be held responsible for any damages or cost that result from unauthorized installation of software by Contractor or Providers.
18. **DATA BREACH:** Contractor will notify DISTRICT immediately of any breach of confidential information of DISTRICT that occurs by or through Contractor (including through its Providers) or Contractor's or any Provider's electronic devices or by use of a District password or login credentials. Such notice shall be made by email as well as by certified U.S. Mail. Such notice shall include the date, time, and nature of the breach, and the individuals and data affected. Contractor will reimburse DISTRICT for any costs related to a data breach attributable to Contractor. For purposes of this Paragraph, a breach shall include the intentional or unintentional disclosure to or access by a third party by or through Contractor or its employee or agent.
19. **INDEMNIFICATION:** Contractor will indemnify, defend, and hold harmless the District, its Board of Education, its individual Board members, Board officers, employees, agents, representatives, insurers, successors, and assigns ("Indemnitees") from and against any and all claims, demands, charges, complaints, causes of action, fines and penalties (including, but not limited to, attorney's fees), and other liability arising from, related to, or connected in any way with any act or omission of Contractor (or any individual performing Services through Contractor) or any breach of this

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Agreement. The foregoing indemnification shall survive the expiration or termination of this Agreement. Contractor indemnifies Indemnitees against any and all claims of individuals performing Services arising from or related in any way to performance of the Services, whether or not arising from the *Worker's Compensation Act* or any other benefits laws, regulations, policies or labor agreements, specifically including, but not limited to, any claims related to COVID-19 or any other declared public health disaster or emergency.

20. **LIMITATION ON LIABILITY:** Neither Contractor nor District will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
21. **INSURANCE:** Contractor shall maintain the following types and amounts of insurance for the duration of this Agreement and provide to the District insurance certificates reasonably acceptable to the Board.
 - a. *Commercial General Liability Insurance.* Commercial General Liability Insurance, on an occurrence basis, with policy limits of not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury and property damage. Such insurance must include coverage for sexual abuse and molestation.
 - b. *Umbrella or Excess Insurance.* Umbrella or Excess Liability Insurance with policy limits of not less than five million dollars (\$5,000,000) for each occurrence and in the aggregate. The excess or umbrella insurance shall follow the form of the underlying Commercial General Liability Insurance in all respects.
 - c. *Professional Liability Insurance.* Professional Liability Insurance covering the actions and inactions of Contractor and its Providers, with policy limits of not less than two million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) in the aggregate. Professional liability coverage shall provide an exemption for additional insureds in the "Insured vs. Insured" exclusion.
 - d. *Worker's Compensation Insurance and Employer's Liability Insurance.* Worker's Compensation Insurance, with Alternate Employer Endorsement naming the Board of Education of Woodstock Community Unit School District 200, in the amounts required by applicable laws and Employer's Liability Insurance with policy limits of not less than one million (\$1,000,000) each accident for bodily injury by accident and one million (\$1,000,000) each employee for bodily injury by disease. Notwithstanding, any injuries or illnesses suffered or experienced by individuals providing Services shall be the sole responsibility of the Contractor and; as such, neither the District nor its Worker's Compensation Insurance will carry any responsibility. If District determines that an individual providing Services is not

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covered by a compliant worker's compensation insurance policy, the District may require the individual to sign a waiver of claims for injury.

- e. *Automobile Liability Insurance.* Automobile Liability Insurance with a policy limit of no less than one million (\$1,000,000) each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
- f. *Additional Insureds, Priority of Insurance and Subrogation.* Contractor shall name, by endorsement if necessary, the District, its Board of Education, the individual board members, employees, agents, and volunteers, as additional insureds on the Commercial General Liability Insurance policies. The General Liability policy required of Contractor under this Agreement shall be primary insurance and any insurance maintained by the District that is applicable to any loss arising out of, related to or connected with this Agreement shall be on an excess basis. Contractor waives, to the fullest extent permitted by the general liability and workers compensation insurance policies required under this Paragraph, any and all rights of subrogation it and its insurers may have against the foregoing additional insureds.
- g. *Evidence of Insurance.* Upon execution of this Agreement, Contractor shall provide a current insurance certificate evidencing the insurance required. Upon demand by the Board, Contractor shall provide the District with copies of the insurance policies, with all endorsements thereto, required hereunder. All insurers referenced in this Paragraph must be licensed to do business in the State of Illinois and be *A VII* rated by AM Best. The District Superintendent or Chief Financial Officer, in their sole discretion, may waive or alter this Paragraph's insurance requirements, but such waiver shall be made in writing.

The District shall not be obligated to cover Contractor or individuals providing services under this Agreement under District insurance for any purpose or in any capacity. If District voluntarily provides such coverage, it will not be available to Contractor or individuals providing services under this Agreement in the event of a claim by the District against the Contractor or individuals providing Services.

22. CONTINUING OBLIGATIONS: The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement (e.g., "Indemnification") shall survive such expiration or termination of this Agreement.

23. COMPLIANCE CERTIFICATION: Contractor certifies as follows:

- a. As required by the *Criminal Code*, 720 ILCS 5/33E-11, Contractor certifies it is not barred from contracting with any unit of Illinois State or local government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Criminal Code*. Contractor agrees that if this certification is false, the School District may declare the Agreement void.

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- b. To the extent applicable, Contractor further certifies that it will provide a drug free workplace as required by the Illinois *Drug Free Workplace Act*, 30 ILCS 580/1 *et seq.*
- c. If applicable, and as required by 105 ILCS 5/10-20.21, Contractor shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with (and unless exempted by) the provisions of the *Illinois Use Tax Act*, 35 ILCS 105/1 *et seq.*, regardless of whether Contractor or its affiliates are 'retailer[s] maintaining a place of business within this State' as defined in Section 2 of the *Use Tax Act*.
- d. That Contractor is not currently under investigation or debarment by any state or federal governmental agency for Medicare or Medicaid fraud, and that to the best of its reasonable knowledge, its currently practicing employees, if any, are not currently excluded from participating in the Medicare or Medicaid programs or other government programs which are reported on the OIG or GSA lists. In the event an investigation of a party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the District reserves the right to immediately terminate this Agreement.
- e. To the extent applicable to Contractor, Contractor will comply with the *Illinois Human Rights Act* and its implementing regulations regarding Equal Employment Opportunity at 44 Ill.Admin Code Part 750 applicable to public contractors, including Appendix A to that Part, attached to and incorporated into this Agreement as Attachment B.

24. **OTHER LAWS, RULES, AND POLICIES:** Contractor and individuals performing Services shall comply with all applicable laws, ordinances, rules, regulations and codes as well as all District policies and regulations and procedures, now in force or which may hereafter be in force, pertaining to the Services provided under this Agreement. Services rendered with respect to a student covered by an individualized education program or individual health care plan shall be rendered in accordance with said program or plan. Furthermore, Contractor represents and warrants that individuals providing Services currently have, and shall maintain during the term of this Agreement, all licenses required to perform the Services hereunder, whether such licenses are required by law or by other terms of this Agreement. Contractor represents and warrants to District that no individual performing Services is a convicted child sex offender or otherwise prohibited from being present on District property. Individuals performing Services will be required to sign an acknowledgment of mandated reporter status for purposes of the *Abused and Neglected Child Reporting Act* and shall provide evidence of completion of the DCFS online training for such obligations. Individuals performing Services also shall abide by all laws and District policies and procedures applicable to his/her presence on school property and the provision of Services under this Agreement.

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Smoking and use and possession of alcohol and illegal drugs and cannabis are prohibited on school property in accordance with law and District Policy.

25. **COMPLIANCE WITH SECURITY PROCEDURES:** Contractor and Providers shall comply with all District safety and security protocols. Contractor shall maintain as confidential and not disclose to any third parties any information regarding District security protocols or any information regarding the planned or actual response of students, employees, contractors, or third parties, to any emergency situation at the District or involving District employees, contractors, or students. Providers shall promptly report to a District administrator any threat related to the safety of the schools, its students, or staff, in accordance with District threat reporting protocols, except to the extent such reporting disclosure is prohibited by a confidentiality law, and may be asked to sign an acknowledgement of that reporting obligation.

26. **TERMINATION:** In addition to any other rights of termination provided in the Agreement, this Agreement and the assignments of Providers thereunder may be terminated early for the following reasons:

A. **Termination of the Agreement by the District:**

- 1) If the Contractor materially breaches any obligation in the Agreement and such breach is not corrected within ten (10) days of receiving written notice from District; or
- 2) If District determines to terminate the Agreement in its sole discretion, provided the Contractor is given advance written notice of no less than thirty (30) days; or
- 3) Immediately upon written notice to Contractor, if 1) the District determines, in its sole discretion, that continued procurement of recruiting, staffing or other services under this Agreement is not feasible or practicable under Illinois law pertaining to school district use of recruiting or staffing contracts or procurement of substitute employee services, or 2) if notice of applicability of a pension system to Services has been received by the District as set forth in this Agreement.

B. **Termination of the Agreement by the Contractor:** If Contractor determines to terminate the Agreement in its sole discretion, provided the District is given advance written notice of no less than thirty (30) days.

C. **Effect of Termination of Agreement:** Termination of the Agreement by either Party under the terms of this Agreement will terminate all Provider assignments and override and terminate any estimated or agreed specific period of service for any Provider. Upon termination of the Agreement by either Party, the District shall owe the Contractor only for Services performed. The District shall not pay

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any penalties or termination fees and shall not pay any fees for services not performed whether due to termination of the Agreement, dismissal of an individual or otherwise.

D. Termination of Individual Provider Assignments:

- 1) In addition to the authority to terminate the Agreement as set forth in this Agreement, the District may terminate the assignment of any Provider upon thirty (30) days' notice at the discretion of the District.
- 2) In addition, upon District request, Contractor shall immediately remove any individual performing Services under the Agreement, at any time, if the District determines the continued presence of such individual is not in the best interest of the District or its students, and such assignment shall be terminated. If the assignment of an individual performing Services is so terminated, Contractor shall not later reassign such individual to the District without disclosure of such dismissal and receipt of written approval from the District.
- 3) In the event of termination of an assignment, the District will pay for Services performed to the date of termination but shall make no further payments for that assignment. If the assignment of an individual under the Agreement is terminated, either by the District, the Contractor, or by the individual, at the District's request the Contractor will use best efforts to find a replacement. However, nothing shall prevent the District from filling the position with an employee or other third-party contractor.

27. **RETURN OF PROPERTY:** Upon termination of the Agreement or termination of the services of any individual providing services under the Agreement, Contractor and individual providing services will promptly return to the District all documents, materials, drawings, and other tangible manifestations of Confidential Information (and return or destroy all copies and reproductions thereof). In addition, Contractor and individual providing services will promptly return any unearned fees and any other property belonging to the District including without limitation: computers/tablets/phones, office supplies, keys, ID cards, medical supplies, testing materials, money and documents. District will not process final timesheets for any individual providing services and will not make any final invoice payments for services to Contractor unless and until all District property has been returned to the District.

28. **BINDING EFFECT:** The covenants and conditions contained in the Agreement shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.

29. **CUMULATIVE RIGHTS:** The Parties' rights under this Agreement are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.

30. **WAIVER:** The failure of either Party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
31. **ENTIRE AGREEMENT:** This Agreement (including the attachments referenced herein) constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing by specific reference to this Agreement, which amendment must be signed by both the District and Contractor to be effective. No terms added to Contractor invoices will supersede the provisions in this Agreement.
32. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The sole venue for any litigation arising out of this Agreement shall be the circuit courts of the County of McHenry, Illinois, and the federal courts with jurisdiction over that geographic area.
33. **COMPLIANCE WITH ENHANCED HEALTH PROTOCOLS:** Individuals providing Services or assigned to provide Services under this Agreement shall comply with all District rules and policies applicable to procedures for sanitization, disease prevention, and use of equipment (including personal protective equipment) related to health and safety, as determined appropriate by the District. Such individuals may be required to submit to health screenings or contact tracing in accordance with public health guidance before or when reporting to work and may be denied entry if such screenings indicate a risk of spread of infection. Such individuals may be required to participate in COVID-19 antigen testing or vaccination protocols to the extent District requires them of District's own employees. Contractor indemnifies the District against claims of such individuals relating to the nature and extent of District health policies and procedures, including, but not related to those in response to COVID-19, as well as claims relating to District decisions to cancel Services, exclude such individuals from District property or otherwise decline the performance of Services for public health reasons. Contractor acknowledges and will communicate to such individuals that, due to the nature of educational services and the environment in which they are delivered, there is a risk of spread of certain illnesses, including, but not limited to, COVID-19, which is enhanced in comparison to many other work environments, and Contractor indemnifies District from claims by such individuals arising from illness or injury alleged to have arisen in conjunction with the performance of services for District.
34. **PUBLIC HEALTH ISSUES, SCHOOL CLOSURES AND REMOTE SERVICES:**
 - A. **School Closures.** The District may close schools for academic purposes or reduce programming due to public health, safety, severe weather or any other purpose as determined by the District. The District shall not owe Contractor or Providers any compensation for times when services of Contractor's Providers

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are canceled, declined, or not required due to closure, reduction in programming, or exclusion of Providers due to health risk assessment screenings or any other reason, and Contractor agrees to indemnify District for Contractor's Provider claims arising from all such actions. District may notify either Contractor or Provider of such closure, and such notification may be made by phone or electronic mail.

B. **In-Person and Remote Provision of Services.** Individuals providing Services under the Agreement shall be required to provide such Services onsite and in person when the District is providing in-person instruction to students unless specifically directed otherwise by the District. In the discretion of the District, Contractor's Providers may be required to provide services remotely via electronic means in accordance with District procedures in the event of school closure for academic purposes or in the event students otherwise are not in physical attendance in District schools. In such situations, Contractor's Providers must be competent in the use of necessary technology to provide such remote services. District and Contractor also may agree to the provision of remote services by Provider when otherwise appropriate for the type of services performed and the District's needs.

35. **SUBCONTRACTING AND ASSIGNMENT:** Contractor shall not have the right to subcontract, delegate, assign or otherwise transfer his/her right or obligations under this Agreement without the prior written consent of the District, which may be withheld in its sole discretion. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

36. **NO THIRD PARTY BENEFICIARIES.** This Agreement shall not be construed as to create a duty on a Party to a nonparty or a right of a nonparty to enforce any provision of this Agreement, even a provision whose enforcement would benefit the nonparty.

37. **FEDERAL AND STATE GRANT PROCUREMENT:**

IF THIS AGREEMENT WILL BE FUNDED WITH FEDERAL GRANTS OR STATE GRANTS SUBJECT TO THE GRANT ACCOUNTABILITY AND TRANSPARENCY ACT (GATA), THE CONTRACT CLAUSES SET FORTH BELOW SHALL BE APPLICABLE TO THE CONTRACT. CONTRACTOR IS ADVISED TO READ ALL CLAUSES CAREFULLY AS DIFFERENT CLAUSES APPLY BASED ON THE DOLLAR AMOUNT AND TYPE OF THE CONTRACT. CONTRACTOR AGREES TO COMPLY WITH ALL REQUIREMENTS SET FORTH IN THESE CLAUSES, AS APPLICABLE.

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

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Rights to Inventions Made Under a Contract or Agreement. If the Federal or state award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and District Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor certifies they are not on this list.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

[SIGNATURE PAGE FOLLOWS]

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Contractor: Soliant Health LLC
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates set forth below.

**WOODSTOCK COMMUNITY UNIT
SCHOOL DISTRICT 200:**

By:

(Signature)

(Name - Please Print)

(Title)

(Date)

CONTRACTOR:

Soliant Health, LLC

By:

(Signature)

Alix Thomas
Division Director
January 16, 2026 16:51 UTC
IP: 38.142.130.219

(Name)

(Title)

(Date)

(Contractor Tax Identification Number)

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Attachment A
Staffing Assignment Form

This Staffing Assignment Form confirms the assignment of specific Contractor Providers under the Agreement ("Agreement) entered into between Woodstock Community Unit School District 200 ("District") and Soliant Health LLC ("Contractor") dated May 6th, 2025.

Orientation Information*	Assigned Provider Name: Karen Location of Assignment: Virtual / (Olson Elementary School or other location as subsequently determined by the District.)
Position/Licensure:*	Social Worker
Duties:*	Assigned Provider shall work as needed, as determined by the District. Specifically, contractor Provider's duties shall include, but shall not be limited to: <ol style="list-style-type: none">1. Develop individualized education plans for identified special education students.2. Primary student responsibility will be for students with severe behavioral needs, or for those deemed at risk because of issues outside of school which are impacting their school functioning.3. Participate on problem solving teams to support student success.4. Performs assessment of behavioral needs of students and complete social developmental histories on identified students, in preparation for staffings.5. Conducts parent conferences and family assessments when appropriate, makes necessary home visits and serves as a facilitator for parent groups.6. Participates in full case study evaluations as a member of the multidisciplinary team and attends multidisciplinary conferences.7. Performs individual and group counseling with identified students.8. Protects and safeguards confidentiality of student records and student communications.9. Serves as a liaison or referral link between parents and community agencies.

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	<ol style="list-style-type: none">10. Participates in professional development activities aimed at current trends and best practices for the provision of comprehensive school social work services.11. Consults frequently with teachers.12. Provides staff with essential information to better understand factors affecting a student's performance and behavior.13. Completes required reports for all students served.14. As appropriate, serve as a resource to building personnel.15. Attends monthly building meetings with the special education coordinator to discuss agenda items.16. Performs other duties as identified/assigned by district administrators or building principals.
Assignment Dates:*	TBD - 05/21/26
Hours*:	<p>The regular schedule will be Monday-Friday from 7:20 a.m. - 1:50 p.m, on days during which school is in session.</p> <p>Variations in this regular schedule and total weekly hours will occur due to school closures and schedule alterations for parent-teacher conferences, in-services and training, and special events, which Provider will be expected to attend when requested by an authorized District or Building Administrator. Provider shall not work any hours in excess of the regular schedule unless approved in advance in writing by an authorized District or Building Administrator.</p>
Assignment Termination Notice:	As set forth in the Agreement
Hourly Billing Rate:	\$85.00

District Name and Address:	Woodstock Community Unit School District 200 2990 Raffel Road Woodstock, IL 60098
District Telephone Number:	815-337-5146

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Contractor: Soliant Health LLC

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District Department Director Name and Email Address:	Lisa Pearson lpearson@wcusd200.org
District Timesheet Approver Name and Email Address:	Jennifer Malecke jmalecke@wcusd200.org

District Billing Info:

Billing Address:	Same as above, ATTN: Janine Weith
Billing Telephone Number:	815-337-5146
Billing Contact Name and Email Address	Janine Weith jweith@wcusd200.org

In accordance with Paragraphs 10 and 11 of the Agreement, by signing below, Contractor certifies that it has completed the required Sexual Misconduct History Check of Provider, and that Provider has completed the required physical examination.

In accordance with Paragraphs 10 and 11 of the Agreement, by signing below, Contractor certifies that it has completed the required Sexual Misconduct History Check of Provider, and that Provider has completed the required physical examination.

On behalf of the District:

Name and Title

Signature

Date: _____

On behalf of Contractor:

Soliant Health, LLC

Alix Thomas
Division Director
January 16, 2026 16:51 UTC
IP: 38.142.130.219

*Assignment specifics, including, but not limited to, location, work hours, supervisors, caseload or duties, are subject to change at the discretion of the District. An assignment may be terminated or a shift may be cancelled or individual Provider replaced before the end date on this Form in accordance with the terms of the Agreement, as may be amended between the Parties.

*Educational Interpreters must hold ISBE approval. SLPs must hold both a PEL and SLP license, and TRS is to be notified of contracted SLP services.

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Attachment B

Illinois Department of Human Rights Rule

44 IL Admin. Code Sec. 750. APPENDIX A-- Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

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- 5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011)